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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 13th February, 2023

No. 13/1/9928-HII(2)-2023/1952.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 44/2019 dated 16.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VISHAL KUMAR S/O SHRI CHHOTE LAL R/O HOUSE NO. B.O. 10/00069, ADARSH NAGAR, DISTRICT SAS NAGAR MOHALI, PUNJAB (Workman)

AND

1. THE PRESIDENT INDIAN COUNCIL FOR CHILD WELFARE (ICCW), SECTOR 23-B, CHANDIGARH.
2. THE SECRETARY ORGANIZING INDIAN COUNCIL FOR CHILD WELFARE (ICCW), SECTOR 23-B, CHANDIGARH. (Management)

AWARD

1. The workman, Vishal Kumar, has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman on 01.08.1996 was engaged as Mali-cum-Chowkidar at Mobile Creche near GGHS, Sector 25, Chandigarh by Indian Council for Child Welfare (ICCW). The workman was allowed to stay in the Creche premises by raising temporary shed as such he was not provided Government accommodation. The workman was working as a Mali in the morning and evening. He was working as Mali whole night. The workman was paid salary only ₹ 50/- per day and he was assured at the time of engagement that he will be made permanent in the department. The workman has continuously worked from 01.08.1996 to 26.01.2016 and his services were terminated on 27.01.2016 illegally and arbitrarily without giving one month notice and without paying any retrenchment compensation in violation of Section 25-F of the ID Act. As such the workman has completed more than 240 days in each calendar year and completed more than 240 days in the last twelve months prior to his termination. The

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management has violated Section 25-G of the ID Act while terminating his services as the management without following the principle of 'first come last go' had retained number of his juniors, who joined as Chowkidar subsequent to his joining. The management has also violated Section 25-H of the ID Act as after terminating the services of the workman on 27.01.2016 the management has engaged / appointed fresh persons as Mali and Chowkidar without giving preference and opportunity to the workman at the time of making fresh engagement / appointment. The management was paying only ₹50/- per month to workman, who was performing his duties from 5:00 P.M. to 8:30 A.M. with the management about 15 hours and 30 minutes in a day whereas he was entitled for salary for 8 hours duty and for remaining 7 hours and 30 minutes he was entitled for over-time allowance from the management. But the management by not paying salary / minimum wages to the workman illegally withheld his salary and over time allowance. The action of the management paying meagre amount of ₹50/- per month, not making his appointment permanent for number of years and terminating his services illegally and arbitrarily amounts to unfair labour practice which is violative of Section 25-T of the ID Act.

2. It is further averred that the workman was further allowed to make the temporary shed in the premises of the Creche from his initial engagement i.e. 01.08.1996 like other Chowkidars working with the management, where he was living with his family. As such the Government accommodation was not provided. Moreover, he was to perform duties of Chowkidar as well as Mali in the Creche premises. The workman was being compelled to remove temporary shed for which the management also taken action to remove temporary shed. Thus, the workman apprehending his termination approached this Court *vide* demand notice dated 15.09.2015 for restraining the management from terminating his services and the Assistant Labour Commissioner, U.T. Chandigarh ultimately issued certificate dated 09.12.2015 to proceed further, as deemed fit, thus the workman filed the claim statement before Labour Court, U.T. Chandigarh on 22.09.2016 and the same was withdrawn on 27.09.2018 with liberty to challenge the termination dated 27.01.2016. Thereafter, the workman filed demand notice on 13.11.2018 before the Assistant Labour Commissioner, U.T. Chandigarh challenging his oral termination dated 27.01.2016 in which notice for appearance was issued to the management but the management despite service of notice did not appear an opportunity given to the management by the Assistant Labour Commissioner, U.T. Chandigarh after six dates, ultimately, the demand notice was disposed off and the certificate dated 16.09.2019 was issued to the workman as per the provisions of Section 2-A(2) of ID Act to approach this Court for adjudication of the dispute. The work against which the workman was working is perennial in nature and he has spent precious years of his life to the service of the management and was working with a ray of hope that one day his services will be made regular but the management instead of absorbing the workman on regular basis in the department, orally terminated his services in violation to the provisions of the ID Act. The workman had worked as Chowkidar with management for about 19 years and 6 months and had spent his youth days with the management. The management kept him continue for years as casual worker and paid only ₹50/- per month instead of paying the minimum wages with the object of depriving him of status and privileges of permanent workman, which action of management amounts to unfair labour practice in view of item 10 of Fifth Schedule of the Act and also violative to Section 2(r a) and Section 25-T of the ID Act. Prayer is made that the claim statement of the workman may be allowed with costs and oral termination of the workman on 27.01.2016 from the post of the Chowkidar be set aside being illegal, arbitrary and against the provisions of the ID Act and further the management may be directed to reinstate the workman in service as Chowkidar w.e.f. 27.01.2016 along with full back wages and to grant consequential benefits of status and privileges of permanent workman by absorbing the workman as per provisions of the ID Act.

3. Notice jointly issued to the management No.1 & 2 for dated 04.02.2020 was received back executed through Diary Clerk. None appeared on behalf of the management No.1 & 2, thus, *vide* order dated 04.02.2020 the managements were proceeded against *ex parte*.

4. In *ex parte* evidence the workman examined AW1 Rajpreet Kaur - Child Welfare Officer, ICCW, Sector 23-B, Chandigarh, who brought the summoned record i.e. stock register as well as the receipt voucher of wages w.e.f. 1998 to 2015, whichever is traceable *vide* Exhibit 'AW1/1' (consisting of 1 to 54 pages). AW1 deposed that she is unable to produce the record which is not traceable.

5. The workman Vishal Kumar examined himself as AW2 and tendered his affidavit Exhibit 'AW2/A' along with documents Mark 'W1' to Mark 'W7'.

Mark 'W1' is copy of smart ration card incorporating the name of Vishal Kumar and his address Government Creche, Sector 25, Chandigarh issued by Chandigarh Administration / Distribution System.

Mark 'W2' is copy of office order No.F/ICCW/45/99/1241 to 1296 dated 10.06.2019 issued by the Assistant Secretary, ICCW, directing all Mali's / Chowkidar's residing in the premises of Creche building to pay water bill regular w.e.f. 1st June, 1999. It was further ordered that amount above of ₹ 500/- will be met by the council and all the bills after payment should be retained by the Bal Sevikas properly filed for any other action.

Mark 'W3' is copy of office order dated 02.02.2009 issued by Amandeep Kaur, Hon'rary Secretary, ICCW, U.T. Branch, Chandigarh wherein it is mentioned that as per the orders of Honorary Secretary, ICCW, U.T. Branch all the incharge of the Creches were directed to inform Chowkidar of their respective crèches that they will share 50% share of electricity bill in addition to water bill (which is already being paid by the Chowkidar) with immediate effect. It is further mentioned that it is responsibility of Creche Incharge to collect the 50% share of the electricity bill from the Chowkidar. In case they failed to do so, they have to vacate the premises of respective crèches immediately.

Mark 'W4' is copy of detail of Mali / Chowkidar (Central) wherein the name of the workman Vishal Kumar is written at serial No.1 and name of his Creche is written as Mobile Creche - 25, Near Government High School, Sector 25 and the name of concerned SDMs is mentioned as SDM (Central).

Mark 'W5' is the copy of certificate dated 30.06.2003 issued by Assistant Secretary, ICCW, Chandigarh wherein it is mentioned that Shri Rajindra Kumar S/o Late Kailash Narain of 107/159, Jawahar Nagar, Kanpur has been kept as a Watchman of the new Creche in Sector 47-C, Chandigarh. He is being provided with a room to stay in the Creche on the order of Madam Kamla Chaudhary. This arrangement is only for three months with which time period Shri Rajindra Kumar is required to get built a living quarter for himself to stay with the Creche compound as all other Watchmen in crèches in Chandigarh are living in their self build quarters in the Creche compound.

Mark 'W6' is copy of office order dated 08.09.2011 issued by Organising Secretary, ICCW, U.T. Branch whereby notice is issued to all the crèches Chowkidars that they are residing along with their families in the Creche for the last many years without any order from ICCW *vide* which they have been allowed to reside in the crèche. Therefore, they were advised either to submit the record *vide* which they have been allowed to reside in the Creche for to vacate the premises of the Creche immediately. The copy of said notice was forwarded to all the Chowkidars and Bal Sevikas including workman Vishal Kumar, whose name is mentioned at serial No.35.

Mark 'W7' is photocopy of receipt dated 09.05.2015 of receipt of ₹50/- on account of Chowkidar charges from Bal Sevikas, M.C. - 25 for the month of 09.05.2015.

On 24.03.2022 learned representative for the workman closed *ex parte* evidence of the workman.

6. I have heard arguments of learned representative for the workman and perused the judicial file.

7. In order to prove its case the workman Vishal Kumar examined himself AW2 and *vide* his affidavit Exhibit 'AW2/A' deposed the averments of claim statement in toto. To substantiate the oral version of AW2 learned representative for the workman referred documents Mark 'W1' to 'W7'.

8. In order to prove the fact that the workman was engaged by the management and deputed to in Creche Sector 25 on 01.08.1996 and he was being paid wages ₹50/- per month by obtaining signatures of the workman and counter signature of the Circle Incharge, learned representative for the workman referred the testimony of AW1 Rajpreet Kaur - Child Welfare Officer, ICCW, Sector 23-D, Chandigarh, who proved into evidence photocopies of 54 receipt vouchers of wages relating to period 1998 to 2015 *vide* Exhibit 'AW1/1' i.e. the receipts traceable and categorically deposed that she is unable to produce the record which is not traceable.

9. Despite service of notice, the management did not appear to contest the claim of the workman and preferred to be proceeded against *ex parte*. Therefore, the evidence led by the workman has gone un-rebutted and unchallenged and there is no reason to disbelieve the same.

10. From the oral as well as documentary evidence led by the workman it comes out that the workman alleged that he had been continuously working as Mali or Chowkidar with the management from 01.08.1996 to 26.01.2016 and his services were terminated on 27.01.2016 in violation of Section 25-F of the ID Act. In the present case, there is no document such as appointment letter or any contract between the parties. However, from the receipts Exhibit 'AW1/1' including entries of stock register, it can be clearly visualised that there was relationship of employee and employer between the workman and the management.

11. From Exhibit 'AW1/1' it is further proved that the workman was paid ₹50/- per month on account of Mali or Chowkidar charges. AW1 Rajpreet Kaur - Child Welfare Officer proved into evidence the receipt vouchers w.e.f. year 1998 to 2015. Some of the receipts are showing payment of ₹ 50/- to the workman on account of Mali charges and some of the receipts are showing payment of ₹ 50/- to the workman on account of Chowkidar charges. It is own case of the workman that apart from salary he was allowed to stay in the creche premises by raising temporary shed. There is no document on record showing payment of any amount by the workman to the management towards residential accommodation.

12. It is duly proved on record that Vishal Kumar employee was a workman, who had offered continue service without any interruption for a period of 240 days in the previous twelve months. The workman was terminated from service on 27.01.2016 without issuing any notice and without payment of notice pay or retrenchment compensation. The workman is seeking reinstatement with full back wages and consequential benefits and also seeking to regularise his services. It is settled law that a temporary employee could not claim to be made permanent or regular on the expiry of his term of appointment. Merely because a temporary employee or casual wage worker continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuous, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules.

13. As far as the unfair labour practice alleged by the workman is concerned, the workman may seek remedy under Section 25-T of the ID Act before the competent authority.

14. In the present case, the services of the workman are terminated by verbal order of the management without assigning any reason. The termination of the workman is not on account of any disciplinary action. Therefore, the termination of the workman is illegal.

Relief:

15. In the view of discussion above, this industrial dispute is *ex parte* allowed to the effect that the workman is ordered to be reinstated with continuity of service, full back wages and the consequential benefits. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 16-11-2022.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 13th February, 2023

No. 13/1/9927-HII(2)-2023/1954.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 100/2020 dated 21.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

JEET RAM S/O SHRI SANT RAM, R/O HOUSE NO. 330, GALI NO. 9,
VILLAGE DARIA, CHANDIGARH (Workman)

AND

MOHAN ENGG. WORKS (THROUGH ITS OWNER/DIRECTORS/PRORIETORS/
MANAGER), PLOT NO. 543, INDUSTRIAL AREA, PHASE II, CHANDIGARH - 160002.
(Management)

AWARD

1. Jeet Ram, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management is a factory / establishment and deals in manufacturing of air compressors and engineering works. The applicant-workman was appointed as Manager for collection, account billing and banking field works on 01.09.2009 at Chandigarh by the management. Hence, the applicant-workman is a 'workman' as defined under Section 2(s) of the ID Act. The daily timing of the applicant-workman was from 9:30 to 5:30 P.M. with weekly off. The work of the applicant-workman was controlled, supervised and assessed by the management. The personal file, record of leaves etc. of the applicant-workman was maintained by the management. The applicant-workman was being paid salary of ₹ 9,500/- in cash. The applicant-workman was not being given benefits of provident fund, ESI and the work and conduct of the applicant-workman while in service was unblemished and satisfactory. No charge sheet was served to him. On 10.08.2019 at about 5:30 P.M. after giving salary in cash to the applicant-workman the management / owner told that the services of the applicant-workman are no more required by the factory/establishment. Hence, the applicant-workman may not require to come to work anymore. The management illegally, arbitrarily and malafidely terminated the services of the applicant-workman all of a sudden without following the mandatory procedure laid down under the ID Act. The work on which the workman was deputed is still going on as the work is a regular work of the factory / establishment of the management. While terminating the services of the applicant-workman in the above mentioned manner the management violated the various provisions of the ID Act. Neither prior notice was issued to the claimant nor he was paid wages in lieu of notice period. The management have not paid bonus of the last two financial years, pending paid leave and leave encashment to the applicant-workman. The applicant-workman has completed 240 days in the 12 calendar months preceding his termination. Previously the workman raised demand notice before Assistant Labour Commissioner-cum-Conciliation Officer, Sector 30, Chandigarh who initiated conciliation proceedings but ultimately the conciliation proceedings failed. Accordingly, the Conciliation Officer *vide* letter Memo No.4060 dated 21.10.2020 advised the workman to refer Section 2-A of the Industrial Disputes (Amendment) Act, 2010 and thus, the present claim. Prayer is made that an order may be issued to the management to clear the bonus, leave encashment, pending paid

leaves of the applicant-workman with immediate effect and to reinstate the services of the applicant-workman with continuity of service, full back wages along with all the benefits to which he is entitled under the relevant provisions of law.

2. On notice the management appeared through Shri Davinder Singh - Proprietor. Thereafter none appeared on behalf of the management. Written statement was not filed. *Vide* order dated 04.03.2020 the management was proceeded against *ex parte*.

3. In *ex parte* evidence, the workman Jeet Ram examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of his identity card Exhibit 'M1'. On 27.01.2022 learned representative for the workman closed *ex parte* evidence on behalf of the workman.

4. I have heard arguments of learned representative for the workman and perused the judicial file.

5. In order to prove his case the workman Jeet Ram examined himself as AW1 and *vide* his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto supported with copy of his identity card Exhibit 'AW1/1' issued by M/s Mohan Engineering Works i.e. management.

6. From the evidence led by the workman it comes out that the workman was appointed as a Manager on 01.09.2009 at Chandigarh. The duty of the workman was collection, account billing and banking field work. The said nature of duty does not fall in exception to Section 2(s) of the ID Act. The workman was getting salary ₹9,500/- per month in cash. He worked up to 10.08.2019. The services of the workman were terminated w.e.f. 11.08.2019 by the verbal order of the owner of the factory / management. The workman had continuously worked with the management for more than 240 days immediately prior to 11.08.2019 (date of his termination). Before terminating the services of the workman the provisions of Section 25-F of the ID Act has not been complied with. The evidence led by the workman has gone un rebutted and unchallenged as despite appearance through its Auditor, the management did not bother to contest the claim statement and referred to be proceeded against *ex parte*. There is no reason to disbelieve the evidence led by the workman. In these circumstances, the termination of the workman is illegal.

7. In view of the reasons recorded above, the present industrial dispute is *ex parte* allowed with direction to the management to reinstate the workman with continuity of service, full back wages and all the consequential benefits. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 21-11-2022.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 28th February, 2023

No. 13/1/9946-HII(2)-2023/2866.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 27/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GUFAR MOHAMMAD S/O SADIQ MOHAMMAD, R/O GALI NO. 10, WARD NO. 13, ANAND NAGAR, NEAR SANGAT SAR GURUDWARA, KHANNA, DISTRICT LUDHIANA, PUNJAB (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Gufar Mohammad, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 29.03.2011 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 31.07.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹ 7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 17.12.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that a similar issue / petition / claim by his senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No.2065 of 2015. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in short referred to as 'University'*) on daily wage basis against the Advt. No.19/2010 issued *vide* No.24711-860/Estt. dated 03.12.2010. The workman joined as such on 29.03.2011. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal

examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt.No.2 of 2014 was issued for the appointment of daily wage Clerks. In pursuance the said advertisement, the workman applied for being appointed on daily wage basis Clerk purely on contract basis *vide* roll No.8320140770 but he did not qualified as he obtained about 38.75 marks only. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the workman was appointed for a period of 89 days and his services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put his continuous service of more than 240 days in a calendar year. The workman was relieved on 31.07.2013 on completion of terms of period of extension given to him. The management has not committed any irregularity by passing the relieving orders of the workman since the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonable examination work, whichever is earlier, as already mentioned in the advertisement circulated *vide* No.247111-860/Estt. Dated 03.12.2010. According to the University office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account the awaiting list of daily wage Clerks of the year 2011 were scrapped. The University management has complied with the provisions of the ID Act. Moreover, in the advertisement circulated *vide* No.24711-860/Estt. dated 13.12.2010 it is stipulated that no retrenchment compensation will be given to the workman. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 8 which is denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Gufar Mohammad examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'H'.

Exhibit 'AW1/1' is copy of demand notice dated 17.12.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 17.12.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3887 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of notice bearing No.24711-860/Estt. Dated 03.12.2010 inviting application for engaging the daily wage basis Clerk for seasonal examination / other work on purely temporary basis on fixed DC rates.

Mark 'B' is copy of letter bearing No.5654/Estt. Dated 21.04.2015 regarding supply of information under the Right to Information Act, 2005 from the Public Information Officer-cum-Deputy Registrar (Estt.), Administrative Office, Panjab University to Ms. Daljeet Kaur D/o Shri Rajinder Singh, House No.1, Water Works, Industrial Area, Phase - 9, Near Plot No.315, Mohali, Punjab.

Mark 'C' is copy of list of daily wage Clerks appointed in the Panjab University at Chandigarh in the year 2011.

Mark 'D' is copy of office order dated 05.02.2016 bearing No.1936-38/Estt. dated 08.02.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 & 2 in the order) working in the branch / department and the period mentioned against each for a period of 89 days (instead of 6 months with one day break after every 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'E' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'F' is copy of office order dated 01.12.2015 bearing No. 22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'G' is copy of office order dated 12.11.2015 bearing No.21805-07/Estt. Dated 17.11.2015 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Silky Bassi D/o Sh. Satish Bassi, daily wage Clerk in the General Branch after availing maternity leave and allowed her extension in terms of appointment for a period of 6 months with one day break after every 89 days in the General Branch w.e.f. 30.10.2015 to 20.01.2016 (i.e. 83 days to save the salary of Sunday & National Holiday i.e. 25th January, 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'H' is copy of office order dated 14.01.2016 bearing No.656-58/Estt. Dated 15.01.2016 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Deepika D/o Sh. Vijay Sharma, daily wage Clerk in the Accounts Branch (G&P) after availing maternity leave and allowed her extension in terms of appointment as daily wage Clerk w.e.f. 26.11.2015 to 20.01.2016 (i.e. 83 days) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) (to bring her at par with the other daily wage Clerks for the same panel) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

On 11.02.2022 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wager Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wager Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wager Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined herself as AW1 and *vide* his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support his oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'H'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Panjab University, Chandigarh on 29.03.2011, at fixed DC rates as applicable from time to time, against advertisement No.19/2010 issued *vide* No.24711-860/Estt. dated 03.12.2020. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 31.07.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from his duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of his termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak; 2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad; 2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur; 2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak; 2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another; 2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another; 2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation; 2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.); 2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another; 2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another.*

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 31.07.2013. The workman did not challenge his relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in his cross-examination stated that he did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. Gufar Mohammad AW1 in his cross-examination stated that he had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 17.12.2018 i.e. after more than five years of his relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the **Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015.** The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief:

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 11-01-2023.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9940-HII(2)-2023/2868.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 21/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

TARUN S/O SHRI PARAMJEET LAL, R/O HOUSE NO. 1191, PUSHPAC COMPLEX,
NEAR SANTOSHI MATA MANDIR, SECTOR 49-B, CHANDIGARH (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Tarun, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 29.03.2011 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 31.05.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 07.12.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that he had appeared under Roll No.8320141662 in the exam for appointment as daily wage held on 08.03.2014. She very much availed the opportunity of getting selected but was unsuccessful and secured

very less marks i.e. -1.00. A similar issue / petition / claim by his senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No.2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of law. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in short referred to as 'University'*) on daily wage basis against the Advt. No.19/2010 as issued *vide* No.24711-860/Estt. dated 03.12.2010. The workman joined as such on 29.03.2011. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt.No.2 of 2014 was issued for the appointment of daily wage Clerks and in pursuance to the same, the workman applied for being appointed as Clerk on contractual basis *vide* Roll No.8320141662 but he did not qualify as he obtained about - 1.00 Marks only. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 and in pursuance to the same the workman after fulfilling the eligibility criteria and going through selection process joined the services on 29.03.2011 as daily wage Clerk for 89 days is a matter of record. The workman was appointed for a period of 89 days and his services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put his continuous service of more than 240 days in a calendar year. The workman was relieved on 28.02.2013 after the selection of regular 308 Clerks appointed in response to advertisement dated 14.08.2008. The University management has complied with the provisions of the ID Act. Moreover, in the advertisement circulated *vide* No.24711-860/Estt. dated 03.12.2010 it is stipulated that no retrenchment compensation will be given to the workman. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 9 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Tarun examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'O'.

Exhibit 'AW1/1' is copy of demand notice dated 07.12.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 07.12.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3881 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of notice bearing No.24711-860/Estt. Dated 03.12.2010 inviting application for engaging the daily wage basis Clerk for seasonal examination / other work on purely temporary basis on fixed DC rates.

Mark 'B' is copy of noting bearing No.UIET/2011/1371 dated 01.06.2011 from the Director, University Institute of Engineering & Technology, Panjab University, Chandigarh to A.R. (Esttt.) on the subject 'Appointment of Clerks' informing that as per previous order Mr. Tarun S/o Shri Paramjeet Lal is appointed as Daily Wage Clerk in UIET w.e.f. 29.03.2011 to 09.06.2011 with request that his term of appointment may be extended for further period of 3 months and his salary be charged from the vacant posts of Clerks in UIET.

Mark 'C' is copy of noting bearing No.UIET/2011/1567 dated 20.07.2011 from the Director, University Institute of Engineering & Technology, Panjab University, Chandigarh to A.R. (Esttt.) on the subject 'Appointment of Clerks' informing that as per office order No.15599-630/Estt. dated 28.06.2011, Mr. Tarun S/o Shri Paramjeet Lal is appointed as Daily Wage Clerk in UIET, whose term of appointment is upto 30.06.2011 with request that his term of appointment may be extended for further period of 3 months and his salary be charged from the vacant posts of Clerks in UIET.

Mark 'D' is copy of office order bearing No.19439-52/Estt. dated 27.07.2011 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerks (listed from serial No.1 to 19 in the order) @ ₹ 6,100/- per month (fixed) in the branch / department and the period mentioned against each for working six days in a week as per circular letter No.22691-841/Estt. Dated 08.11.2010 with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers". **Mark 'E'** is copy of noting bearing No.4882/UIET/2011 dated 09.09.2011 from the Director, University Institute of Engineering & Technology, Panjab University, Chandigarh to A.R. (Esttt.) on the subject 'Appointment of Clerk' informing that as per office order No.19439-52/Estt. dated 27.07.2011 Mr. Tarun S/o Shri Paramjeet Lal was appointed as Daily Wage Clerk in UIET and the term of appointment is up to 07.09.2011 with request that his term of appointment may be extended for further period of 3 months and his salary be charged from the vacant posts of Clerks in UIET.

Mark 'F' is copy of noting bearing No.UIET/2011/27 dated 07.12.2011 from the Director, University Institute of Engineering & Technology, Panjab University, Chandigarh to A.R. (Esttt.) on the subject 'Appointment of Clerk' informing that as per office order No.24126-77/Estt. dated 26.09.2011 Mr. Tarun S/o Shri Paramjeet Lal was appointed as Daily Wage Clerk in UIET and the term of appointment is up to 06.12.2011 with request that his term of appointment may be extended for further period of 3 months and his salary be charged from the vacant posts of Clerks in UIET.

Mark 'G' is copy of office order dated 21.11.2012 bearing No.23005-60/Estt. dated 26.11.2012 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 154 in the order) working in the branch / department and the period mentioned against each for a period of 86 days for working six days in a week with the condition that their terms will end automatically on the last working day of their tenure and they will be treated as relieved from the Branch / Department where they are working and as per revised circular No.16337-487/Estt. dated 22.08.2012 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'H' is copy of office order bearing No.3537-3619/Estt. dated 27.02.2013 whereby the Registrar has relieved the Daily Wage Clerks (listed from serial No.1 to 181 in the order) from the depts. / Branches as mentioned against each w.e.f. 28.02.2013 (A.N.).

Mark 'I' is copy of letter bearing No.5654/Estt. Dated 21.04.2015 regarding supply of information under the Right to Information Act, 2005 from the Public Information Officer-cum-Deputy Registrar (Estt.), Administrative Office, Panjab University to Ms. Daljeet Kaur D/o Shri Rajinder Singh, House No.1, Water Works, Industrial Area, Phase - 9, Near Plot No.315, Mohali, Punjab.

Mark 'J' is copy of list of daily wage Clerks appointed in the Panjab University at Chandigarh in the year 2011.

Mark 'K' is copy of office order dated 05.02.2016 bearing No.1936-38/Estt. dated 08.02.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 & 2 in the order) working in the branch / department and the period mentioned against each for a period of 89 days (instead of 6 months with one day break after every 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'L' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'M' is copy of office order dated 01.12.2015 bearing No.22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'N' is copy of office order dated 12.11.2015 bearing No.21805-07/Estt. Dated 17.11.2015 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Silky Bassi D/o Sh. Satish Bassi, daily wage Clerk in the General Branch after availing maternity leave and allowed her extension in terms of appointment for a period of 6 months with one day break after every 89 days in the General Branch w.e.f. 30.10.2015 to 20.01.2016 (i.e. 83 days to save the salary of Sunday & National Holiday i.e. 25th January, 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'O' is copy of office order dated 14.01.2016 bearing No.656-58/Estt. Dated 15.01.2016 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Deepika D/o Sh. Vijay Sharma, daily wage Clerk in the Accounts Branch (G&P) after availing maternity leave and allowed her extension in terms of appointment as daily wage Clerk w.e.f. 26.11.2015 to 20.01.2016 (i.e. 83 days) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) (to bring her at par with the other daily wage Clerks for the same panel) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wage Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wage Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wage Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support his oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'O'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Panjab University, Chandigarh on 29.03.2011, at fixed DC rates as applicable from time to time, against advertisement No.19/2010 as issued vide No.24711-860/Estt. dated 03.12.2020. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 13.06.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from his duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of his termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak; 2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad; 2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur; 2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak; 2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another; 2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another; 2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation; 2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.); 2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another; 2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another.*

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 13.06.2013. The workman did not challenge his relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in his cross-examination stated that he did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. Tarun AW1 in his cross-examination stated that he had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 07.12.2018 i.e. after more than five years of his relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the ***Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015.*** The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 11-01-2023.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9939-HII(2)-2023/2870.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 20/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RUCHIKA D/O SHRI ASHOK KUMAR, AGED 32 YEARS, R/O HOUSE NO. 2012/28, SECTOR 32-C, U.T., CHANDIGARH (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Ruchika, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 13.05.2011 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 27.02.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹ 7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 07.12.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that she had appeared under Roll No.151746 in the exam for appointment as daily wage held in the year 2015. She very much availed the opportunity of getting selected but was unsuccessful and secured very less marks i.e. 15.00. A similar issue / petition / claim by her senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No.2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of law. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in*

short referred to as 'University') on daily wage basis against the Advt. No.19/2010. The workman joined as such on 13.05.2011. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. In January 2015, the University issued advertisement for filling up posts of Clerks on contractual basis. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 is a matter of record. The workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put her continuous service of more than 240 days in a calendar year. The workman was relieved on 28.02.2013 after the selection of regular 308 Clerks appointed in response to advertisement No.14/2008. The University management has complied with the provisions of the ID Act. Moreover, in the advertisement circulated *vide* No.24711-860/Estt. dated 03.12.2010 it is stipulated that no retrenchment compensation will be given to the workman. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 6 and 9 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Ruchika examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'J'.

Exhibit 'AW1/1' is copy of demand notice dated 07.12.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 07.12.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3872 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of notice bearing No.24711-860/Estt. Dated 03.12.2010 inviting application for engaging the daily wage basis Clerk for seasonal examination / other work on purely temporary basis on fixed DC rates.

Mark 'B' is copy of office order dated 05.12.2011 bearing No.28119-32/Estt. dated 05.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has approved the terms of appointment of the daily wage basis Clerk (listed from serial No.1 to 24 in the order) working in the branch / department and the period mentioned against each for six working days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary, as per circular letter No.22691-841/Estt. Dated 08.11.2010, be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'B/1' is copy of office order bearing No.67-131/Estt. dated 03.01.2012 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the terms of appointment of the daily wage basis Clerk (listed from serial No.1 to 165 in the order) working in the branch / department and the period mentioned against each for six working days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved the branch / department where they are working and their salary, as per circular letter No.22691-841/Estt. Dated 08.11.2010, be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'C' is copy of office order dated 31.08.2012 bearing No.17316-370/Estt. dated 31.08.2012 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to & 127 in the order) working in the branch / department and the period mentioned against each for a period of 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹ 7,980/- per month (fixed), as per circular No.16337-487/Estt. dated 22.08.2012 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'D' is copy of letter bearing No.5654/Estt. Dated 21.04.2015 regarding supply of information under the Right to Information Act, 2005 from the Public Information Officer-cum-Deputy Registrar (Estt.), Administrative Office, Panjab University to Ms. Daljeet Kaur D/o Shri Rajinder Singh, House No.1, Water Works, Industrial Area, Phase - 9, Near Plot No.315, Mohali, Punjab.

Mark 'E' is copy of list of daily wage Clerks appointed in the Punjab University at Chandigarh in the year 2011.

Mark 'F' is copy of office order dated 05.02.2016 bearing No.1936-38/Estt. dated 08.02.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 & 2 in the order) working in the branch / department and the period mentioned against each for a period of 89 days (instead of 6 months with one day break after every 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'G' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the

branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'H' is copy of office order dated 01.12.2015 bearing No.22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'I' is copy of office order dated 12.11.2015 bearing No.21805-07/Estt. Dated 17.11.2015 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Silky Bassi D/o Sh. Satish Bassi, daily wage Clerk in the General Branch after availing maternity leave and allowed her extension in terms of appointment for a period of 6 months with one day break after every 89 days in the General Branch w.e.f. 30.10.2015 to 20.01.2016 (i.e. 83 days to save the salary of Sunday & National Holiday i.e. 25th January, 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'J' is copy of office order dated 14.01.2016 bearing No.656-58/Estt. Dated 15.01.2016 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Deepika D/o Sh. Vijay Sharma, daily wage Clerk in the Accounts Branch (G&P) after availing maternity leave and allowed her extension in terms of appointment as daily wage Clerk w.e.f. 26.11.2015 to 20.01.2016 (i.e. 83 days) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) (to bring her at par with the other daily wage Clerks for the same panel) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wagger Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wagger Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned

against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wage Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

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Issue No. 1 :

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11. Under this issue the workman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support her oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'J'.

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of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 28.02.2013. The workman did not challenge her relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in her cross-examination stated that she did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. Ruchika AW1 in her cross-examination stated that she had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 07.12.2018 i.e. after more than five years of her relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the **Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015.** The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : 11-01-2023.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9942-HII(2)-2023/2872.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 23/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHALLU RAJANWAL D/O SHRI R.D. RAJANWAL, AGED 32 YEARS, R/O HOUSE NO. 1191, PUSH PAC COMPLEX, NEAR SANTOSHI MATA MANDIR, SECTOR 49-B, CHANDIGARH (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Shallu Rajanwal, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 19.12.2011 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 12.03.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 25.11.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that she had appeared under Roll No.8320140388 in the exam for appointment as daily wage held on 08.03.2014. She very much availed the opportunity of getting selected but was unsuccessful and secured very less marks i.e. 29.50. A similar issue / petition / claim by her senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated

01.05.2015 in Civil Writ Petition No.2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of law. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in short referred to as 'University'*) on daily wage basis against Advt. No.19/2010 as issued *vide* No.24711-860/Estt. dated 03.12.2010. The workman joined as such on 19.12.2011. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service in after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt.No. 2 of 2014 was issued for the appointment of daily wage Clerks with wide publicity. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 is a matter of record. The workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put her continuous service of more than 240 days in a calendar year. The workman was relieved after the selection of regular 308 Clerks appointed in response to advertisement dated 14.08.2008. The management has not committed any irregularity by passing the relieving orders of the workman since the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonal examination work, whichever is earlier, as mentioned in advertisement circulated *vide* No.24711-860/Estt. dated 03.12.2010 wherein it is stipulated that no retrenchment compensation will be given to the workman. According to the University practice the waiting list for engaging persons to post lapses after the expiry of six months. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 8 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Shallu Rajanwal examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'G'.

Exhibit 'AW1/1' is copy of demand notice dated 26.11.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 26.11.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3878 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of notice bearing No.24711-860/Estt. Dated 03.12.2010 inviting application for engaging the daily wage basis Clerk for seasonal examination / other work on purely temporary basis on fixed DC rates.

Mark 'B' is copy of letter bearing No.5654/Estt. Dated 21.04.2015 regarding supply of information under the Right to Information Act, 2005 from the Public Information Officer-cum-Deputy Registrar (Estt.), Administrative Office, Panjab University to Ms. Daljeet Kaur D/o Shri Rajinder Singh, House No.1, Water Works, Industrial Area, Phase - 9, Near Plot No.315, Mohali, Punjab.

Mark 'C' is copy of list of daily wage Clerks appointed in the Panjab University at Chandigarh in the year 2011.

Mark 'D' is copy of office order dated 05.02.2016 bearing No.1936-38/Estt. dated 08.02.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 & 2 in the order) working in the branch / department and the period mentioned against each for a period of 89 days (instead of 6 months with one day break after every 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'E' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'F' is copy of office order dated 01.12.2015 bearing No. 22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'G' is copy of office order dated 12.11.2015 bearing No.21805-07/Estt. Dated 17.11.2015 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Silky Bassi D/o Sh. Satish Bassi, daily wage Clerk in the General Branch after availing maternity leave and allowed her extension in terms of appointment for a period of 6 months with one day break after every 89 days in the General Branch w.e.f. 30.10.2015 to 20.01.2016 (i.e. 83 days to save the salary of Sunday & National Holiday i.e. 25th January, 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wager Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wager Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wager Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support her oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'G'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Panjab University, Chandigarh on 19.12.2011 at fixed DC rates as applicable from time to time against advertisement No.19/2010 issued *vide* No. 24711-860/Estt. dated 03.12.2010. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 12.03.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from her duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of her termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak; 2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad; 2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur; 2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak; 2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another; 2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another; 2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation; 2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.); 2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another; 2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another.*

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 12.03.2013. The workman did not challenge her relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in her cross-examination stated that she did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. Shallu Rajanwal AW1 in his cross-examination stated that she had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 26.11.2018 i.e. after more than five years of her relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015. The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : 11-01-2023.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9945-HII(2)-2023/2874.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 26/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PREETI JOSHI D/O LATE SHRI LALIT JOSHI, R/O HOUSE NO. 1122/1,
SECTOR 40-B, U.T. CHANDIGARH (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Preeti Joshi, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 06.04.2011 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 13.06.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 04.01.2019 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that he had appeared under Roll No.8320140929 in the exam for appointment as daily wage held on 08.03.2014 and had availed the opportunity of getting selected but was unsuccessful and secured very less marks i.e. 27.75 so the claim in the present form of the workman before this Tribunal amounts to abuse of process of law. A similar issue / petition / claim by her senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No. 2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of law.

Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (hereinafter in short referred to as 'University') on daily wage basis against the Advt. No.19/2010 as issued *vide* No.24711-860/Estt. dated 03.12.2010. The workman joined as such on 06.04.2011. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt.No.2 of 2014 was issued for the appointment of daily wage Clerks with wide publicity. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 is a matter of record. The workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put her continuous service of more than 240 days in a calendar year. The workman was relieved after the selection of regular 308 Clerks appointed in response to advertisement dated 14.08.2008. The University management has complied with the provisions of the ID Act. Moreover, in the advertisement circulated *vide* No.24711-860/Estt. dated 03.12.2010 it is stipulated that no retrenchment compensation will be given to the workman. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 8 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Preeti Joshi examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'T'.

Exhibit 'AW1/1' is copy of demand notice dated 04.01.2019 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 04.01.2019 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3869 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of notice bearing No.24711-860/Estt. Dated 03.12.2010 inviting application for engaging the daily wage basis Clerk for seasonal examination / other work on purely temporary basis on fixed DC rates.

Mark 'B' is copy of experience certificate bearing No.15917/Estt. Dated 18.07.2013 issued by the Assistant Registrar (Estt.), Panjab University, Chandigarh in favour of Ms. Preeti Joshi D/o Late Shri Lalit Joshi for working as daily wage Clerk in Panjab University w.e.f. 06.04.2011 to 28.02.2013 with notional breaks after every 89 days and w.e.f. 01.04.2013 to 13.06.2013.

Mark 'C' is copy of letter bearing No.5654/Estt. Dated 21.04.2015 regarding supply of information under the Right to Information Act, 2005 from the Public Information Officer-cum-Deputy Registrar (Estt.), Administrative Office, Panjab University to Ms. Daljeet Kaur D/o Shri Rajinder Singh, House No.1, Water Works, Industrial Area, Phase - 9, Near Plot No.315, Mohali, Punjab.

Mark 'D' is copy of list of daily wage Clerks appointed in the Punjab University at Chandigarh in the year 2011.

Mark 'E' is copy of office order dated 05.02.2016 bearing No.1936-38/Estt. dated 08.02.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 & 2 in the order) working in the branch / department and the period mentioned against each for a period of 89 days (instead of 6 months with one day break after every 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'F' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'G' is copy of office order dated 01.12.2015 bearing No.22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'H' is copy of office order dated 12.11.2015 bearing No.21805-07/Estt. Dated 17.11.2015 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Silky Bassi D/o Sh. Satish Bassi, daily wage Clerk in the General Branch after availing maternity leave and allowed her extension in terms of appointment for a period of 6 months with one day break after every 89 days in the General Branch w.e.f. 30.10.2015 to 20.01.2016 (i.e. 83 days to save the salary of Sunday & National Holiday i.e. 25th January, 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89

days) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'I' is copy of office order dated 14.01.2016 bearing No.656-58/Estt. Dated 15.01.2016 issued by the Assistant Registrar (Establishment) whereby the Registrar has approved the re-joining of Mrs. Deepika D/o Sh. Vijay Sharma, daily wage Clerk in the Accounts Branch (G&P) after availing maternity leave and allowed her extension in terms of appointment as daily wage Clerk w.e.f. 26.11.2015 to 20.01.2016 (i.e. 83 days) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) (to bring her at par with the other daily wage Clerks for the same panel) for working six days in a week and her salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wagger Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wagger Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wagger Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support her oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'I'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Panjab University, Chandigarh on 06.04.2011 against the advertisement No.19/2020 issued *vide* No. 24711-860/Estt. dated 03.12.2010. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 13.06.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from her duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of her termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak*; *2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad*; *2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur*; *2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak*; *2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another*; *2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another*; *2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation*; *2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.)*; *2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another*; *2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another*.

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 13.06.2013. The workman did not challenge her relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in her cross-examination stated that she did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. AW1 in her cross-examination stated that she had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 04.10.2019 i.e. after more than five years of her relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the *Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015*.

The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal

that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University.

Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : 11-01-2023.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9943-HII(2)-2023/2876.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 24/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KAMLESH KUMARI D/O SHRI HARI SINGH RANA, R/O HOUSE NO. 1191, PUSHPAC COMPLEX, NEAR SANTOSHI MATA MANDIR, SECTOR 49-B, CHANDIGARH (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Kamlesh Kumari, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 30.04.2012 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The

services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 28.02.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹ 7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 26.11.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that she had appeared under Roll No. 8320140458 in the exam for appointment as daily wage held on 08.03.2014. She very much availed the opportunity of getting selected but was unsuccessful and secured very less marks i.e. 17.50. A similar issue / petition / claim by her senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No.2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of law. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in short referred to as 'University'*) on daily wage basis against the circular issued *vide* No.6096-6245/Estt. dated 29.03.2012. The workman joined as such on 30.04.2012. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt. No. 2 of 2014 was issued for the appointment of daily wage Clerks with. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 is a matter of record. The workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put her continuous service of more than 240 days in a calendar year. The

management has not committed any irregularity by passing the relieving orders of the workman since the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonal examination work, whichever is earlier, as mentioned in the advertisement circulated *vide* No. 6096-6245/Estt. dated 29.03.2012 wherein it is stipulated that no retrenchment compensation will be given to the workman. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 8 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, the workman Kamlesh Kumari examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3'.

Exhibit 'AW1/1' is copy of demand notice dated 26.11.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 26.11.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3866 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute. On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wage Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wage Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wage Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support her oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Panjab University, Chandigarh on 30.04.2012 at fixed DC rates as applicable from time to time against the circular issued vide No.6096-6245/Estt. dated 29.03.2012. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 28.02.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from her duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of her termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak; 2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad; 2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur; 2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak; 2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another; 2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another; 2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation; 2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.); 2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another; 2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another.*

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 28.02.2013. The workman did not challenge her relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this

regard workman / AW1 in her cross-examination stated that she did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. Kamlesh Kumari AW1 in his cross-examination stated that she had applied against the advertisement for engagement of daily wage Clerk in the year 2014 and appeared in the written exam but could not qualify. From the aforesaid version of AW1 it comes out that the workman in fact appeared in the written test conducted by the university for selection but failed to qualify the same.

17. The workman raised the demand notice on 26.11.2018 i.e. after more than five years of her relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the ***Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015.*** The relevant portion of judgment dated 01.05.2015 is reproduced as below :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : 11-01-2023.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th February, 2023

No. 13/1/9938-HII(2)-2023/2878.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 19/2019 dated 11.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RITU D/O SHRI JAGAT SINGH, AGED 32 YEARS, R/O HOUSE NO. 453,
GOVIND NAGAR, NAYAGAON, MOHALI, PUNJAB (Workman)

AND

THE REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. Ritu, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the management advertised the posts of Clerks on daily wages on contractual basis on DC rates stipulating the eligibility criteria for the selection through its advertisement dated 03.12.2010. In pursuance of the said advertisement the workman applied for the post of Clerk. After fulfilling the eligibility criteria and going through selection process, the workman was engaged and joined services on 29.05.2012 as daily wage Clerk for 89 days by the management as per norms and procedure laid down for making such appointment. The services of the workman were extended from time to time. The workman continuously remained in regular service of more than 240 days in a calendar year from the date of joining with the management. The services of the workman were terminated by the management on 07.03.2013 without any show cause notice, notice pay, charge sheet, inquiry and without any retrenchment compensation with the assurance that the workman will be called back. At the time of retrenchment the workman was drawing wages of ₹ 7,980/- per month. During the tenure of employment, the work & conduct of the workman with the management remained satisfactory. After illegal termination of the workman from services, the management engaged and joined new hands. The juniors to the workman are still in service with the management. Since termination the workman is unemployed and has no source of livelihood. At the time of retrenchment the management has given assurance to the effect that the workman would be taken back into service and always assured the workman to wait for some more time. The workman waited sufficiently as per the assurance but the management instead to join the workman into services, joined new hands on contract basis in the year 2014 and 2015. At last the workman issued and served demand notice dated 07.12.2018 seeking re-instatement into service. In pursuance of the demand notice the Conciliation Officer, Chandigarh initiated conciliation proceedings but the same stand failed *vide* order dated 16.09.2019. Prayer is made that the workman may be reinstated into service with continuity and full back wages.

2. On notice the management contested the claim statement by filing written statement on 27.02.2020 wherein preliminary objections are raised on the grounds that the claim is time barred as it is filed after a period of about six years. The workman has not approached the Court with the clean hands and concealed the material facts that a similar issue / petition / claim by her senior workman Shallu Devi and others has already been dismissed on merits by the Hon'ble High Court of Punjab & Haryana *vide* order dated 01.05.2015 in Civil Writ Petition No.2065 of 2015. The present false claim before this Tribunal amounts to abuse of process of

law. Further, the workman was appointed as Clerk in the Panjab University, Chandigarh (*hereinafter in short referred to as 'University'*) on daily wage basis against the circular issued *vide* No.6096-6245/Estt. dated 29.03.2012. The workman joined as such on 24.05.2012. Admittedly, the workman was appointed on purely daily wage basis at fixed DC rates as applicable from time to time for seasonal examination / other work relating to the University affairs. In the detailed terms and conditions it is specifically mentioned that the assignment shall automatically come to end on expiry of the contract period or on completion of the seasonal examination / other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or re-employment or regularisation. In view of the terms and conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms and conditions of the advertisement and also of the appointment order. The workman was relieved from service in 2013 after the selection of regular 308 Clerks appointed in response to Advt.14/2008. The University follows the legally acceptable principle of 'first come last go' for relieving the contractual / daily wage employee. According to the University office practice the awaiting list for engaging persons to post lapses after expiry of six months. An open Advt.No.2 of 2014 was issued for the appointment of daily wage Clerks with wide publicity. The appointment of the workman was governed by the terms and conditions of the advertisement and appointment order. The action of the University has been upheld by the Hon'ble High Court of Punjab & Haryana in Civil Writ Petition filed by the workmen i.e. Ms. Shallu Devi W/o Baldev; Ms. Bandana D/o Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar who were senior to the workman. Hence, this junior workman cannot be granted the relief as prayed for.

3. Further on merits, it is stated that the fact that the management advertised the posts on daily wage Clerks on DC rates on contractual basis, stipulating the eligibility criteria for the selection through advertisement dated 03.12.2010 is a matter of record. It is denied as wrong that the workmen were appointed in pursuance of advertisement dated 03.12.2010 but the workman was appointed in pursuance to advertisement circulated *vide* No.6096-6245/Estt. dated 29.03.2012. The workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of the term of appointment. It is wrong that the workman has put her continuous service of more than 240 days in a calendar year. The workman was relieved after the selection of regular 308 Clerks appointed in response to advertisement dated 14.08.2008. The University management has complied with the provisions of the ID Act. Moreover, in the advertisement circulated *vide* No.6096-6245/Estt. dated 29.03.2012 it is stipulated that no retrenchment compensation will be given to the workman. No action was required to be taken on demand notice as the claim is unjustified on various grounds including being time barred. Further, similar stand is taken as in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 7 and 8 which are denied for want of knowledge. Prayer is made that the claim may be dismissed being devoid of merits.

4. Replication not filed. From the pleadings of the parties following issues were framed *vide* order dated 13.03.2020 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

5. In evidence, the workman Ritu examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/3' and Mark 'A' to Mark 'H'.

Exhibit 'AW1/1' is copy of demand notice dated 07.12.2018 issued by the workman to the Registrar, Panjab University, Sector 14, Chandigarh under Section 2-A of the ID Act.

Exhibit 'AW1/2' is the original postal receipt dated 07.12.2018 relating to issuance of demand notice under registered cover.

Exhibit 'AW1/3' is copy of failure report bearing Memo No.3875 dated 16.09.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh whereby on account of failure of the conciliation proceedings, the workman was advised to approach the appropriate forum for the adjudication of dispute.

Mark 'A' is copy of office orders dated 09.07.2012 bearing No.13337/Estt. dated 09.07.2012 issued by the Assistant Registrar (Estt.) for Registrar, Panjab University, Chandigarh whereby the workman was allowed to rejoin as daily wage Clerk and posted at U.I.E.T. for annual admission / examination work for the period up to 31.07.2012. The salary was fixed on current DC rates @ ₹60,000/- per month (fixed) as per circular letter No.7665-7835/Estt. Dated 24.04.2012 be charged / paid out of the budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'B' is copy of office order dated 20.09.2012 bearing No.19311/Estt. Dated 25.09.2012 issued by the Assistant Registrar (Estt.) for Registrar, Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the workman, daily wage basis Clerk @ ₹7,980/- P.M. (fixed) in the U.I.E.T. for a period of 89 days w.e.f. 02.08.2012 to 29.10.2012 with one day break on 01.08.2012 for working six days in a week with a condition that the term will end automatically on the last working days of the workman's tenure and the workman will be treated as relieved from the branch / section where the workman is working and it was ordered to pay salary to the workman as per Circular No.16337-487/Estt. Dated 22.08.2012, be charged / paid out of budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'C' is copy of office order dated 05.11.2012 bearing No.22201/Estt. Dated 05.11.2012 issued by the Assistant Registrar (Estt.) for Registrar, Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the workman, daily wage basis Clerk @ ₹7,980/- P.M. (fixed) in the U.I.E.T. for a period of 85 days w.e.f. 31.10.2012 to 23.01.2013 with one day break on 30.10.2012 for working six days in a week with a condition that the term will end automatically on the last working days of the workman's tenure and the workman will be treated as relieved from the branch / section where the workman is working and it was ordered to pay salary to the workman as per Circular No.16337-487/Estt. Dated 22.08.2012, be charged / paid out of budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'D' is copy of office order dated 14.01.2013 bearing No.636/Estt. Dated 14.01.2013 issued by the Assistant Registrar (Estt.) for Registrar, Panjab University, Chandigarh whereby the Registrar has extended the term of appointment of the workman, daily wage basis Clerk @ ₹7,980/- P.M. (fixed) in the U.I.E.T. for a period of 89 days w.e.f. 25.01.2013 to 23.04.2013 with one day break on 24.01.2013 for working six days in a week with a condition that the term will end automatically on the last working days of the workman's tenure and the workman will be treated as relieved from the branch / section where the workman is working and it was ordered to pay salary to the workman as per Circular No.16337-487/Estt. Dated 22.08.2012, be charged / paid out of budget head "General Administration - Sub-head - Hiring Services / Outsourcing Contractual / Casual or Seasonal Workers".

Mark 'E' is copy of office dated 07.03.2013 bearing No.4380-85/Estt. Dated 07.03.2013 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh where the Registrar has relieved daily wage Clerks from the department / branches as mentioned against each w.e.f. 07.03.2013 (F.N.) with immediate effect with the understanding that they will be recalled to work, whenever there is any vacancy or emergent requirement for seasonal examination and other works. The name of the workman Ritu is mentioned at serial No.4 of the list detailed in said order.

Mark 'F' is copy of office order dated 04.04.2016 bearing No.2183-88/Estt. dated 05.04.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has extended the

term of appointment of the daily wage basis Clerk (listed from serial No.1 to 5 in the order) working in the branch / department and the period mentioned against each for a period of 89 / 85 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹16,380/- per month (fixed) as per revised circular No.2347-2547/Estt. dated 11.02.2016.

Mark 'G' is copy of office order dated 01.12.2015 bearing No.22757-81/Estt. dated 02.12.2015 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar in pursuance to their office orders No.11593-11793/Estt. Dated 02.06.2015 has extended the term of appointment of the daily wage basis Clerk (listed from serial No.1 to 31 in the order) working in the branch / department and the period mentioned against each for a period of 6 months with one day break after every 89 days w.e.f. 30.10.2015 to 20.01.2016 with one day break on 29.10.2015 (i.e. 83 days to save the salary of Sunday and National Holiday i.e. 26th January 2016) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days for working six days in a week with the condition that their term will end automatically on the last working day of their tenure and they will be treated as relieved from the branch / department where they are working and their salary on current DC rate @ ₹14,496/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

Mark 'H' is copy of office order dated 14.01.2016 bearing No.(number not legible)/Estt. dated 15.01.2016 issued by Assistant Registrar (Establishment), Panjab University, Chandigarh whereby the Registrar has approved the rejoining of Mrs. Deepika D/o Shri Vijay Sharma, daily wage Clerk in the accounts branch (G & P) after availing maternity leave and allowed her extension in the terms of appointments as daily wage Clerk w.e.f. 26.11.2015 to 20.01.2016 (i.e. 56 days) and further w.e.f. 22.01.2016 to 19.04.2016 with one day break on 21.01.2016 (i.e. 89 days) (to bring her at par with the other daily wage Clerks of the same panel) for working six days in a week and her salary on current DC rates @ ₹14,796/- per month (fixed) as per revised circular No.19573-782/Estt. dated 17.09.2014.

On 14.10.2021 learned representative for the workman closed the evidence.

6. On the other hand, the management did not lead any oral or documentary evidence. Learned representative for the management closed evidence on behalf of the management on 07.03.2022.

7. *Vide* order dated 08.08.2022 the workman was allowed to lead additional evidence. On 14.12.2022 learned representative for the workman tendered into additional evidence the copies of documents i.e. List / record of still working daily wagger Clerk with the management, engaged in the year 2011 Exhibit 'AW1/4'; Proceedings of the Selection Committee for appointment to the posts of Clerks & Clerk-cum-Data Entry Operators in the Panjab University, Chandigarh in response to Advertisement No.14/2008 containing list of regular appointed and joined Clerks & Clerk-cum-Data Entry Operators in the year 2013 with the management Exhibit 'AW1/5'; record of relieving orders of daily wagger Clerks bearing No.13143-49/Estt. dated 13.06.2013, No.4380-85/Estt. dated 07.03.2013, No.16951-962 dated 31.07.2013, dated 11.03.2013, No.3537-3619/Estt. dated 27.02.2013 Exhibit 'AW1/6'; List of Clerks, who joined in the Secrecy Branch on the date mentioned against their names Exhibit 'AW1/7' and Office Order bearing No.14A-164A/Estt. dated 04.01.2016 whereby 44 daily wagger Clerks were relieved w.e.f. 04.01.2016 Exhibit 'AW1/8' and closed additional evidence on behalf of the workman.

8. Opportunity to lead evidence in rebuttal to additional evidence of workman was provided to the management. The management did not lead any evidence in rebuttal to additional evidence and on 10.01.2023 learned representative for the management closed the same.

9. I have heard arguments of learned representatives for the parties and perused the judicial file. My issue-wise findings are as below :—

Issue No.1 :

10. Onus to prove this issue is on the workman.

11. Under this issue the workman examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto. To support her oral versions learned representative for the workman referred documents Exhibit 'AW1/1' to Exhibit 'AW1/8' and Mark 'A' to Mark 'H'.

12. On the other hand, the management did not lead any oral or documentary evidence.

13. From the evidence on record, it comes out that the workman was appointed as Daily Wage Clerk with the management-Punjab University, Chandigarh on 24.05.2012 at fixed DC rates as applicable from time to time against the circular issued vide No.6096-6245/Estt. dated 29.03.2012. Initially the workman was appointed for 89 days. Thereafter, the services of the workman were extended from time to time till 07.03.2013 when the workman was relieved from the duty.

14. Learned representative for the workman argued that when the workman was relieved from her duties the post was in existence, in such situation the relieving of workman amounts to termination. The workman has completed 240 days of service in the year preceding the date of her termination. At the place of the workman new employees are recruited which amounts to unfair labour practice. Before the termination the workman has not been issued any show cause notice, charge sheet. Neither any domestic inquiry has been held nor the workman has been paid any notice pay or retrenchment compensation. Therefore, the workman is entitled to be reinstated into service with continuity of service, full back wages and all other consequential benefits. To support his arguments learned Representative for the workman referred the case law reported in *1998(1) RSJ 703 (P&H) titled as Bhikku Ram Versus The Presiding Officer, Industrial Tribunal-cum-Labour Court, Rohtak*; *2001(1) SCT 205 (P&H) titled as The Faridabad Central Co-Op. Bank Ltd., Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad*; *2001(4) RSJ 137 (P&H) titled as State of Punjab Versus Kuldip Kaur*; *2001(3) SCT 799 (P&H) titled as Haryana State Co-Op. Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak*; *2003(7) SLR 644 (P&H) titled as The Haryana State Co-Op. Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another*; *2006(2) SCT 105 (P&H) titled as Director, Health & Family Welfare, Punjab, Chd. & Others Versus Baljinder Singh & Another*; *2010(2) SLR 15 SC titled as Harjinder Singh Versus Punjab State Warehousing Corporation*; *2010(3) SLR 663 SC titled as Anoop Sharma Versus Executive Engineer, Public Health, Division No.1, Panipat (Hry.)*; *2012(3) PLR 332 (P&H) titled as Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another*; *2014(11) SCC 85 SC titled as Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited and 2015(2) SCT 91(SC) titled as Jamer Singh Versus State of Haryana & Another*.

15. On the other hand, learned Representative for the management contended that the workman was relieved from service in the year 2013 after the selection of regular 308 Clerks appointed in response to Advt. 14/2008. The university follows the legally acceptable principle of 'first come & last go' for relieving the contractual / daily wage employee. According to the university office practice the waiting list for engaging the persons to post lapses after the expiry of six months. An open advertisement No.2 of 2014 was issued for the appointment of Daily Wage Clerks. The appointment of the workman was governed by the terms & conditions of the advertisement and the appointment order. Besides, similar situated employee Ms. Shallu Devi & others, who were senior to the workman had filed CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Punjab University & Another in the Hon'ble High Court which was dismissed and the action of the university was upheld by the Hon'ble High Court.

16. The workman was relieved from duty on 07.03.2013. The workman did not challenge her relieving. It is not denied by the workman that in year 2014 advertisement No.2/2014 was issued by the university advertising for filling up the posts of Clerk on contract basis. The workman did not challenge the same. In this regard workman / AW1 in her cross-examination stated that she did not oppose the advertisement for engaging of daily wage Clerk in the year 2014. She has not applied against the advertisement for engagement of daily wage Clerk in the year 2014 and has not appeared in the written test. From the aforesaid version of the workman / AW1 it is proved that the workman even did not opt to apply against the advertisement for engagement of daily wage Clerk in the year 2014 and also did not appear to qualify the written statement.

17. The workman raised the demand notice on 07.12.2018 i.e. after more than five years of her relieving. The law laid down by Hon'ble Supreme Court of India and Hon'ble High Court of Punjab & Haryana in the judgments referred supra by learned Representative for the workman, is well recognized by this Court but the ratio of the rulings is not applicable to the facts of the present case. The similar matter as in the present case has already been decided by the Hon'ble High Court of Punjab & Haryana in CWP No.2065 of 2015 titled as Shalu Devi & Others Versus Panjab University & Another vide judgment dated 01.05.2015. The relevant portion of judgment dated 01.05.2015 is reproduced as below:-

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

In view of the above referred judgment dated 01.05.2015 of the Hon'ble High Court, the workman is not entitled to the relief claimed.

18. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

19. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : 11-01-2023.

(Sd.) . . . ,
(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
TRANSPORT DEPARTMENT

Notification

The 10th March, 2023

No. 2/7/445-H-III(7)-2023/3412.—Whereas, the Central Government in exercise of the powers conferred by clause (a) of Sub-section (3) of Section 110 of the Motor Vehicles Act, 1988 (59 of 1988) *vide* Notification bearing No. S.O. 5454(E) dated 25.10.2018 issued by the Ministry of Road Transport and Highways exempted upto 01st day of January, 2019 all public services registered upto the 31st Day of December, 2018 from the provisions of clause (k) of sub-section (1) of Section 110 of the Motor Vehicles Act, 1988.

Now, therefore, in pursuance of abovesaid notification the Administrator, Union Territory of Chandigarh hereby directs that the provisions of clause (k) of sub-section (1) of Section 110 of the Motor Vehicles Act, 1988 must be complied with in letter and spirit and it shall be mandatory for all the public service vehicles registered in Chandigarh to have Vehicle Location Tracking Device and Panic Buttons.

All specified registered vehicles shall have to comply with the requirement before 31.3.2023 and all Specified New Vehicles shall have to comply with the same at the time of registration of vehicle.

NITIN KUMAR YADAV, IAS,
Secretary Transport,
Chandigarh Administration.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd March, 2023

No. 16/E.I/V.B.—Sh. Mohinder Singh, Superintendent Grade-I of the Punjab and Haryana High Court at Chandigarh has retired from the service of this Hon'ble Court w.e.f 28.02.2023 (A.N) on attaining the age of superannuation i.e 58 years.

(Sd.)...

(NARENDER SINGH),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd March, 2023

No. 17.—Smt. Ranjana Trehan, Joint Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f 28.02.2023 (A.N) on attaining the age of superannuation i.e 58 years.

(Sd.)..,

(NARENDER SINGH),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd March, 2023

No. 18.—Smt. Harsharan Kaur, Joint Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f 28.02.2023 (A.N) on attaining the age of superannuation i.e 58 years.

(Sd.)..,

(NARENDER SINGH),
Registrar (Administration),
for Registrar General.

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd March, 2023

No. 19.—Smt. Jatinder Pal Kaur, Assistant Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f 28.02.2023 (A.N) on attaining the age of superannuation i.e 58 years.

(Sd.)..,

(NARENDER SINGH),
Registrar (Administration),
for Registrar General.

CHANGE OF NAME

I, Meenakshi, D/o Jaipal Shivani, W/o Neeraj Grover, # 4055, Sector 46-D, Chandigarh, have changed my name to Deepanjali Grover.

[196-1]

I, Pankaj, S/o Yashpal Singh, House No. 285 Kaimbwala, Naya Gaon, Chandigarh, have changed my name from Pankaj to Pankaj Chaudhary.

[197-1]

I, Motilal Chhetri, S/o Inder Bahadur Bhandari, # 5, Type 8H, Sector 12, Chandigarh, have changed my name to Motilal Bhandari.

[198-1]

I, Reena Devi, W/o Shri Anil Kumar Chauhan, R/o H. No. 1113, Sector 42-B, Chandigarh, have changed my name to Reena Chauhan.

[199-1]

I, Gurmail Singh, S/o Harjit Singh, R/o # 1496, Ground Floor, Sector 20-B, Chandigarh, have changed my name from Gurmail Singh to Gurmail Singh Brar.

[200-1]

I, Sohan Parsad, S/o Shri Ramparasan, R/o # 375, Babu Dham Colony, Sector 26, Chandigarh, have changed my name from Sohan Kumar to Sohan Parsad.

[201-1]

It may be noted that, I, Devpreet Singh, daughter of Late Sardar Manmohan Singh, residing in 233, Sector 16-A, Chandigarh, was earlier known as Devpreet or Devpreet Kaur. I am now Devpreet Singh for all official and personal records/purposes. It is certified that I have complied with other legal requirements in this connection.

[202-1]

I, Vijay Kumar Rana, S/o Sahab Singh, R/o # 752, Burail, Chandigarh, hereby declare that my parents name in my passport wrongly mentioned as Shab Singh and Laxmi Devi. Correct name of my parents are Sahab Singh and Munni Devi. In future my parents name may be treated as Sahab Singh and Munni Devi.

[203-1]

I, Ashish Luthra, S/o Rakesh Kumar, # 1726, Main Bazar Manimajra, Sector 13, Chandigarh, have changed the name of my minor daughter from Harshita to Harshita Luthra.

[204-1]

I, Shammi, S/o Ajiz Ahamad, # 41, Ph. 2, Babu Dham Colony, Sector 26, Chandigarh, have changed my name to Mohammad Shammi.

[205-1]

I, Nippal Kumar, S/o Sh. Ved Parkash, R/o House No. 5988, Maloya Colony, Chandigarh, have changed my name from Nippal Kumar to Nihal Rajput. Concerned note.

[206-1]

I, Rakesh, S/o Bakshish Singh, # 3155, Sector 56, Chandigarh, have changed my name from Rakesh to Rajbeer Singh.

[207-1]

I, Man Mohan Singh, S/o Sh. Jagjit Singh, R/o H. No. 4048, G.F. Sector 37-C, Chandigarh, have changed my name from Man Mohan Singh to Manmohan Singh.

[208-1]

I, Malkit Singh, S/o Salag Ram, R/o # 2420 Mariwala Town, Manimajra, Chandigarh, have changed my name from Malkit Singh to Malkeet Singh.

[209-1]

I, Tarun, S/o Shri Bharat Bhushan, R/o H. No.-840, Near HDFC Bank, Manimajra, Chandigarh, declare that I have changed my name from Tarun to Tarunjeet Singh. In future I may be known as Tarunjeet Singh. All concerned please note and corrected in all the records accordingly.

[210-1]

I, Rajwinder Kaur, W/o Davinder Singh, # 1443/12, Sector 29-B, Chandigarh, have changed my name to Rajinder Kaur.

[211-1]

I, Brijender Kumar Sehgal, R/o 315, Sector 38-A, Chandigarh, have changed my minor daughter's name from Sunidhi to Sunidhi Sehgal.

[212-1]

I, Garima, D/o Brijender Kumar Sehgal, R/o 315, Sector 38-A, Chandigarh, have my name from Garima to Garima Sehgal.

[213-1]

I, Kusum Rani, W/o Brijender Kumar Sehgal, R/o 315, Sector 38-A, Chandigarh, have changed my name from Kusum Rani to Kusum Rani Sehgal, after marriage.

[214-1]

I, Anjum Shaikh, W/o Dilshad Ahmed, R/o # 1371, Dadu Majra Colony, Sector 38 West, Chandigarh, declare that I have changed my minor daughter name from Riza Mirza to Riza Alvi.

[215-1]

I, Harwinder Kaur, W/o Randhir Singh, House No. 157, Village Maloya, Chandigarh, have changed my name from Harwinder Kaur to Bhupinder Kaur.

[216-1]

I, Manjeet, S/o Sh. Lal Singh, R/o H. No. 4, Above Civil Dispensary, Sector 20, Chandigarh, have changed my name to Manjeet Singh Bhyan.

[217-1]

I, Harinder Parshad, S/o Sharda Parshad, R/o H. No. 526/1, Village Daria, Chandigarh, have changed my name from Harinder Parshad to Harinder Kumar.

[218-1]

I, Virender Singh, S/o Lachhman Singh, R/o 306, Shastri Nagar, Manimajra, Chandigarh, have changed my name to Varinder Singh.

[219-1]

I, Raj Kumar *alias* Raj Kumar Yatheshta, S/o Besri Ram, R/o 538, Phase 2, Ram Darbar, Chandigarh, have changed my name to Raj Wadhwa.

[220-1]

I, Sunita Kumari W/o Raj Wadhwa, R/o 538, Phase 2, Ram Darbar, Chandigarh, have changed my name to Sunita Wadhwa.

[221-1]

I, Harshmeet Singh Sahni, S/o Charan Pal Singh, R/o House No. 1104, Sector 21-B, Chandigarh, have changed my name from Harshmeet Singh to Harshmeet Singh Sahni.

[222-1]

I, Sonu, S/o Shobha Ram, House No. 84, Dadu Majra Colony, Sector 38 West, Chandigarh, have changed name from Sonu to Sonu Bohut.

[223-1]

I, Deepak Chauhan, S/o Ram Chander, R/o # 1376/C, CHB Flats, Dhanas, Chandigarh, have changed my name from Deepak to Deepak Chauhan.

[224-1]

I, Kuldeep Singh, S/o Inderjeet, # 4666, Maloya Colony, Chandigarh, have changed my minor daughter name from Pallavi to Pallavi Kumari.

[225-1]

I, Rekha, W/o Kuldeep Singh, # 4666, Maloya Colony, Chandigarh, have changed my name from Rekha to Rekha Kumari.

[226-1]

I, Nagender Jha, S/o Chander Nath, # 140/2, Hallo Majra, Chandigarh, have changed my name to Nagender.

[227-1]

I, Kuldeep Singh, S/o Inderjeet, # 4666, Maloya Colony, Chandigarh, have changed my minor daughter name from Yashika to Yashika Kumari.

[228-1]

I, Sameer, S/o Bir Singh, R/o # 75, Block E-1, PU Campus, Sector-14, Chandigarh, have changed my name from Sameer to Sameer Singh.

[229-1]

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